

# **Exhibit C**

## EASTERN DISTRICT OF NEW YORK

Additional Counterclaim  
Defendant.

JOB NO. 211444

1 CONFIDENTIAL - E. PAVONY

2 Ask a question.

3 MS. LEPERA: I've asked many questions  
4 to which I'm not getting answers. And you  
5 know what, Mr. Skibell, or whatever your  
6 name is, at the end of the day, it is what  
7 it is: He either did his job or he didn't.

8 MR. SKIBELL: Christine, we will not  
9 tolerate --

10 MS. LEPERA: And obviously, that  
11 applies to Mr. Wikman as well.

12 MR. SKIBELL: My name is Skibell.  
13 Please use it. Don't be rude. Ask  
14 questions.

15 MS. LEPERA: I'm going to call you  
16 Reid.

17 Okay. Let's mark the next document.

18 (Pavony Exhibit 3, LinkedIn Page for  
19 Eric Pavony, marked for identification, as  
20 of this date.)

21 BY MS. LEPERA:

22 Q. This is your LinkedIn page, I believe,  
23 Mr. Pavony.

24 Is it complete and fully accurate as  
25 to your history, both educational and background

1 CONFIDENTIAL - E. PAVONY

2 and how things -- how we were -- how we were  
3 going about events.

4 I really don't recall. That would  
5 be -- that would be hard for me to remember.

6 Ten years ago, how many events we did ten years  
7 ago, how many events we did nine years ago, how  
8 many events we did eight years ago, I can't come  
9 up with numbers for that.

10 Q. I don't expect you to guess. I expect  
11 you to give me an educated estimate.

12 This was your project, correct?

13 MR. SKIBELL: Objection to form.

14 Relevance.

15 There's about three  
16 questions/statements built in there.

17 MS. LEPERA: Now you're doing a  
18 speaking objection.

19 MR. SKIBELL: I want to you ask a  
20 question that's intelligible and not put  
21 three things together so he can answer --

22 MS. LEPERA: He's told me all day  
23 long, and I've had it from the best of them,  
24 and you're not.

25 BY MS. LEPERA:

1 CONFIDENTIAL - E. PAVONY

2 going direct you not to answer.

3 MS. LEPERA: Now you're coaching the  
4 witness to tell him it is privileged  
5 communication that it's based on the answer,  
6 and that's not appropriate. You can simply  
7 ask him whether or not there's going to be a  
8 violation of any privilege, without telling  
9 him that there is one.

10 MR. SKIBELL: I am directing him not  
11 to answer.

12 MS. LEPERA: With respect to the legal  
13 strategy of this case, seriously?

14 MR. SKIBELL: I'm going to direct him  
15 not to answer to the extent the question  
16 would reveal our legal strategy in the case,  
17 Christine.

18 MS. LEPERA: That's not what you said,  
19 but okay. You know, the rules don't apply  
20 to you.

21 BY MS. LEPERA:

22 Q. But go ahead, Mr. Pavony.

23 MR. SKIBELL: Christine, please stop  
24 with the nasty asides.

25 MS. LEPERA: The rules don't apply to

1 CONFIDENTIAL - E. PAVONY

2 MS. LEPERA: Wait. Wait. Wait. I  
3 said coaching. I said you're coaching.

4 Do you know the difference between  
5 saying you can't coach a witness and telling  
6 someone they have a nasty reputation? Do  
7 you know that difference? Because I don't  
8 think you do, but I guess I'm going to have  
9 to educate you.

10 MR. SKIBELL: I'm not playing this  
11 game.

12 Eric, you are --

13 MS. LEPERA: Apparently you are.

14 MR. SKIBELL: I'm directing you not to  
15 answer to the extent it would reveal  
16 communications about our legal strategy in  
17 this case. If you can answer  
18 notwithstanding that, you can answer the  
19 question.

20 THE WITNESS: I am going to need the  
21 question repeated because I -- I have  
22 forgotten it since.

23 BY MS. LEPERA:

24 Q. Is there any reason why you did not --  
25 or, Full Circle, I should say, did not admit

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
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FULL CIRCLE UNITED, LLC,  
Plaintiff,  
-vs- Case No. 1:20-cv-03395  
BAY TEK ENTERTAINMENT, INC.,  
Defendant.  
=  
BAY TEK ENTERTAINMENT, INC.,  
Counterclaim Plaintiff,  
-vs-  
FULL CIRCLE UNITED, LLC,  
Counterclaim Defendant,  
-and-  
ERIC PAVONY,  
Additional Counterclaim  
Defendant.  
=

Remote Videotaped Deposition of:

GAETAN PHILLIPON  
\*\*\*CONFIDENTIAL\*\*\*  
Neenah, Wisconsin  
March 10, 2022  
Reporter: Jessica Bolanos

1           That's not a question. He's already answered  
2           his question -- the question, that he didn't  
3           know of any others, period. So now you want  
4           to sit here and -- and harass him because he  
5           didn't and he should have? That's not  
6           appropriate deposition questioning.

7                     MS. CASADONTE: The record is --

8                     MS. LEPERA: It's harassment. You  
9           should have learned of more because you're  
10          supposed to be doing your job? I mean,  
11          that's what you're doing. I -- okay. You  
12          want to make arguments, go ahead. Ask him  
13          facts, ask him questions. This is a  
14          deposition to learn facts. Learn the facts.  
15          You've already understood that fact. You  
16          learned that fact hours ago.

17   Q    I'm going to reveal what's been marked as  
18          Exhibit 31.

19                     MS. LEPERA: Okay.

20   Q    Please let me know when you can see the document  
21          on your screen.

22                     MS. LEPERA: Do you still have the  
23          link up, Gaetan?

24                     THE WITNESS: I do.

25                     MS. LEPERA: Okay. Hold on. 9,000



1 8.5, you're asking him?

2 MS. CASADONTE: Yes.

3 Paragraph 8 --

4 MS. LEPERA: Okay. Okay. In its  
5 entirety?

6 Q Without reading -- without reading paragraph 8,  
7 sitting here today, do you have any recollection  
8 of what the royalty rights, if any, provided under  
9 the license agreement to SBI are?

10 MS. LEPERA: Wait a second. You  
11 asked the document -- you asked the  
12 witness -- are you withdrawing the prior  
13 question completely?

14 MS. CASADONTE: Yes. He probably  
15 forgot it, Ms. Lepera, because there's been  
16 so much discourse. So I'm --

17 MS. LEPERA: No, you asked him to  
18 review paragraph 8, and you asked him if he  
19 recalls reviewing paragraph 8 back in the  
20 day, and he was reading it to answer your  
21 question.

22 MS. CASADONTE: The common --

23 MS. LEPERA: Are you withdrawing  
24 that question and now you're asking another  
25 question; is that right? Asking him to now

1 sit here, not look at the document, and tell  
2 you whether he remembers the royalty  
3 provision from eight or from something? I'm  
4 just trying to -- you see what you're doing?

5 MS. CASADONTE: Do you see what  
6 you're doing?

7 MS. LEPERA: Yeah. I'm training,  
8 because obviously you haven't had any.

9 MS. CASADONTE: I don't need this.  
10 Thanks.

11 MS. LEPERA: If you're going to  
12 withdraw a question, withdraw it so the  
13 witness knows. All right? So we're all  
14 trying to, you know, follow you from the last  
15 question.

16 In so paragraph 8, she's not asking you  
17 about that anymore. I believe her last  
18 question is: Do you remember the royalty  
19 provision separate and apart from the  
20 document? I think that's what she's trying  
21 to ask you.

22 MS. CASADONTE: That's my question.  
23 I'll withdraw the prior question.

24 MS. LEPERA: Thank you.

25 MS. CASADONTE: Because it was

1 occurred on February 23, 2016, that was  
2 confidential at the time --

3 MS. LEPERA: To whom? To whom?

4 MS. CASADONTE: As far as -- as far  
5 as he understood it.

6 MS. LEPERA: So that means whether  
7 these people want their picture to be  
8 disclosed publicly? Is that part of it? You  
9 can ask him that.

10 MS. CASADONTE: I'm not referring  
11 to the document. I'm not referring to the  
12 document.

13 MS. LEPERA: Yes, you are. Stop  
14 playing games. Stop playing games.

15 MS. CASADONTE: I'm not.

16 MS. LEPERA: This doesn't become  
17 you, I'll tell you that much.

18 MS. CASADONTE: I'm not a game  
19 player.

20 MS. LEPERA: It's so transparent,  
21 and it is a total game and a total waste of  
22 time.

23 Q Can you just answer the question, please?

24 MS. LEPERA: No. Get a ruling.  
25 Get a ruling on the document. Go ahead.

1       communications with Full Circle that you can  
2       recall prior to April 2016 between lanes  
3       manufactured under the license agreement and any  
4       other agreement of any type to manufacture lanes?

5               MS. LEPERA:  Objection to form.  I  
6       don't know what you're talking about, "any  
7       other agreement to manufacture lanes."  Did  
8       they make any other distinction?

9               MS. CASADONTE:  Ms. Lepera, you're  
10      using all of my time.

11              MS. LEPERA:  I don't know.  I don't  
12      know.  Yeah, well, you -- because you've not  
13      answered -- asking -- you're not looking for  
14      facts.

15              MS. CASADONTE:  Yes, I am.

16              MS. LEPERA:  You're looking for  
17      arguments, and you're looking to distort  
18      things, and you're doing it in a way that's  
19      not in good faith, period.

20              MS. CASADONTE:  That is not fair to  
21      say.  Just because you place something on the  
22      record does not make it true, Ms. Lepera, and  
23      I really --

24              MS. LEPERA:  The witness told you  
25      himself that you were basically tangling two

1 things together. Came from his mouth. So if  
2 that doesn't clarify for you that this was  
3 not in good faith --

4 MS. CASADONTE: I'm asking --

5 MS. LEPERA: -- I don't know what  
6 else does.

7 MS. CASADONTE: -- if there was any  
8 consent to make them lanes of any type.  
9 That's it. That's it.

10 MS. LEPERA: No, no. Now you asked  
11 an entirely different question.

12 Q I believe the question on the table concerned  
13 whether there were any communications that you can  
14 recall between Bay Tek and Full Circle that made a  
15 distinction between Bay Tek manufacturing lanes  
16 for Full Circle under the license agreement and  
17 any other type of agreement, if any?

18 MS. LEPERA: You can answer that  
19 question.

20 A Can I?

21 MS. LEPERA: If you understand it.  
22 I always caveat that.

23 THE WITNESS: Yeah.

24 MS. LEPERA: It's pretty  
25 convoluted, but you can answer it if you can.

1 notification that the claim's not viable. I  
2 think you know that there very well has been  
3 much notification. If you want to ask him if  
4 he ever notified anybody, I've got no problem  
5 with that.

6 Q Can you answer the question, if you can answer the  
7 question, Mr. Phillipon? Do you understand the  
8 question?

9 MS. LEPERA: (Unreportable  
10 crosstalk).

11 Q If you do understand the question, can you please  
12 answer it?

13 MS. LEPERA: I'm sure he doesn't  
14 have a clue what the question is at this  
15 point.

16 MS. CASADONTE: Well, you've made  
17 it so confusing by --

18 MS. LEPERA: No, you just -- you  
19 just want to be operating in bad faith, and  
20 that's what's going on here.

21 MS. CASADONTE: That's not --  
22 that's not at all what's going on here.

23 MS. LEPERA: Then ask him whether  
24 he communicated or heard anybody communicate  
25 -- you go through this long, dancy question,

1           you know, that makes absolutely no sense, and  
2           you don't want to -- you know, want to fix  
3           it. So what can I do? Ask it again.

4                   MS. CASADONTE: I have a question  
5           pending.

6                   MS. LEPERA: Can I have the court  
7           reporter read it back? That's the procedure.

8                   THE REPORTER: Let me get back to  
9           it.

10                   (Page 313, Lines 12-16 read back.)

11                   MS. LEPERA: I don't think that's  
12           the question she wanted answered.

13                   THE REPORTER: Okay. I'll go back  
14           further. Give me a sec.

15    Q    Here's the thing, Mr. Phillipon. I think you know  
16           what I mean. I think you know exactly what I  
17           mean. What I'm trying to figure out when, if  
18           ever, anyone from Bay Tek had communications with  
19           Full Circle about this issue that they purportedly  
20           have with Full Circle's claim that you identified  
21           here in April 2016.

22                   MS. LEPERA: Is that a speech or a  
23           question? What's -- don't give speeches.  
24           Ask a very simple question.

25                   MS. CASADONTE: I'm almost out of

1 time.

2 Q If you understand the question, answer it. If you  
3 don't --

4 MS. LEPERA: That's not -- let her  
5 read back the first question then.

6 MS. CASADONTE: I'm almost out of  
7 time.

8 MS. LEPERA: The one you just did  
9 was even worse.

10 Q If you understand the question, answer.

11 MS. LEPERA: It's all right. I'll  
12 give you the extra -- go ahead. Just let her  
13 read it back.

14 (Page 312, Lines 2 through 8 read  
15 back.)

16 A My answer is I don't know.

17 Q Okay. You see here on the third bullet point, it  
18 says, based on the biz case, we are leaning  
19 towards saying yes to 20 to 25 pieces built via  
20 our Stage Four process." Do you know what you  
21 mean by in April 2016 by "Stage Four process"?

22 A Taking it to the prototype phase.

23 Q And do you know what you meant here by "biz case"?

24 A The biz case is laid out in the "blue sky biz  
25 case" in the next bullet.



## EXAMINATION

BY MS. LEPERA:

Q Okay. Mr. Phillipon, just a few follow-up questions very briefly. Do you have any training as a lawyer?

A I do not.

Q Do you have any training in interpreting legal provisions in written contracts?

A I do not.

Q Did you have any conversations with Joe Sladek as to any of the meaning of the terms of either the license agreement or the settlement agreement?

A I did not.

Q Did you have any role in negotiating any of those provisions that were entered into between SBI and Full Circle, either the license agreement or the settlement agreement?

A I did not.

MS. LEPERA: Okay. No further questions.

MS. CASADONTE: Thanks for your time.

MS. LEPERA: Go for child care. Christina, withdrawn, don't strike. Don't ask "possible" and don't ask "what do you

1           mean." Otherwise, did a great job.

2                   THE VIDEOGRAPHER: We're going off  
3           the record at 5:31 p.m., and this concludes  
4           today's testimony given by  
5           Gaetan J. Phillipon.

6                   (Adjourning at 5:32 p.m.)

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

-----  
FULL CIRCLE UNITED, LLC,

Plaintiff,

vs.

Case No.

1:20-cv-03395

BAY TEK ENTERTAINMENT, INC,

Defendant.

CONFIDENTIAL

\_\_\_\_\_  
BAY TEK ENTERTAINMENT, INC.,  
Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,  
Counterclaim Defendant,

and

ERIC PAVONY,  
Additional Counterclaim  
Defendant.

-----  
CONFIDENTIAL

VIRTUAL VIDEO-RECORDED DEPOSITION OF:  
LARRY TREANKLER

TAKEN AT: The Witness's Residence

LOCATED AT: 6747 Kawula Lane  
Sobieski, Wisconsin  
July 12, 2022  
9:24 a.m. to 7:12 p.m.

REPORTED BY: VICKY L. ST. GEORGE, RMR.

-----  
JOB NO. 5304329

1 THE WITNESS: No, not to my knowledge.

2 MS. CASADONTE-ASPSTOLOU: Okay.

3 BY MS. CASADONTE-ASPSTOLOU:

4 Q. Was there any obligation -- did you basically have  
5 any obligation in 2017 to make games -- Strike that.  
6 Strike that.

7 Was there any problem with Full Circle's  
8 concept of having NSBL lanes integrated with software  
9 that enabled cashless payment to play the lane?

10 MS. LEPERA: Object to the form of the  
11 question. Was there any problem with it? Meaning  
12 did it violate a contract or -- I don't understand  
13 the question.

14 MS. CASADONTE-ASPSTOLOU: You're  
15 instructing the witness --

16 MS. LEPERA: Wait, wait, wait, wait, wait.  
17 Wait. Was there any problem with that activity.

18 MS. CASADONTE-ASPSTOLOU: Yeah, yeah.

19 MS. LEPERA: Problem for who? Problem for  
20 who?

21 MS. CASADONTE-ASPSTOLOU: I'm asking Mr.  
22 Treankler. I'm asking Mr. Treankler. If he doesn't  
23 understand it, he's free to tell me he doesn't  
24 understand the question. But you keep interrupting  
25 and telling -- and directing him not to --

1 MS. LEPERA: You ask the most problematic  
2 let's use the word, questions. Is there a problem  
3 in doing something meaning --

4 MS. CASADONTE-ASPSTOLOU: Okay.

5 MS. LEPERA: Under what scenario, money?  
6 Contracts? I don't know what --

7 MS. CASADONTE-ASPSTOLOU: Is there any  
8 problem --

9 BY MS. CASADONTE-ASPSTOLOU:

10 Q. Was that component of the NSBL a problem for you, Mr.  
11 Treankler?

12 MS. LEPERA: Personally?

13 MS. CASADONTE-ASPSTOLOU: Seriously, Ms.  
14 Lepera? This is why we don't get -- you refuse to--

15 MS. LEPERA: You just don't even  
16 understand the reason I'm --

17 MS. CASADONTE-ASPSTOLOU: Mr. Treanker, if  
18 you don't understand any of my questions at any  
19 time, say you don't understand it rather than, you  
20 know, having Ms. Lepera have a soliloquy.

21 MS. LEPERA: Fine, because you're never  
22 going to learn how to ask a question. Go ahead, Mr.  
23 Treankler.

24 THE WITNESS: I need you to ask the  
25 question again.

1 MS. LEPERA: Objection to form,  
2 hypothetical, speculative, problem with whom?  
3 Legal, a legal lawsuit from someone? Is that your  
4 question?

5 THE WITNESS: It would not have been a  
6 problem to build 100 games without credit card  
7 readers.

8 BY MS. CASADONTE-ASPSTOLOU:

9 Q. Would it have been a problem for Bay Tek to build 500  
10 games without credit card readers?

11 MS. LEPERA: Again, this is speculative.  
12 There is no obligation to do any of this.

13 MS. CASADONTE-ASPSTOLOU: He said there  
14 was an obligation.

15 MS. LEPERA: He did?

16 MS. CASADONTE-ASPSTOLOU: An agreement.  
17 There is an agreement, right, Mr. Treankler?

18 BY MS. CASADONTE-ASPSTOLOU:

19 Q. Bay Tek agreed, it was one of the manufacturers that  
20 agreed to a standard of wiring harness for credit  
21 card readers, right?

22 MS. LEPERA: No, no, no, you understand  
23 me, Ms. Casadonte.

24 MS. CASADONTE-ASPSTOLOU: You're  
25 testifying --

1 MS. LEPERA: Your question was whether or  
2 not it was a problem for him to have built all these  
3 multiple lanes for Full Circle and get himself into  
4 some sort of hot water with someone.

5 MS. CASADONTE-ASPSTOLOU: No, you're  
6 testifying for your witness, Ms. Lepera.

7 MS. LEPERA: I'm not testifying. I'm  
8 trying to clarify your question.

9 MS. CASADONTE-ASPSTOLOU: His face is  
10 telling me that he has something to say and you just  
11 keep interrupting.

12 MS. LEPERA: You just want to harass this  
13 witness, don't you?

14 MS. CASADONTE-ASPSTOLOU: I tried to --

15 MS. LEPERA: You want to harass this  
16 man --

17 MS. CASADONTE-ASPSTOLOU: I had a  
18 question --

19 MS. LEPERA: -- in good faith and giving  
20 you answers all day long at the last hour.

21 MS. CASADONTE-ASPSTOLOU: I should have  
22 called the Special Master earlier today.

23 MS. LEPERA: I would show her the record  
24 in which I would show her you asked the same  
25 questions 90 times --

1 MS. CASADONTE-ASPSTOLOU: And there was a  
2 delay, and I've said off the record and on that my  
3 hearing impairment makes it even more difficult for  
4 me to follow because of the delay and the audio  
5 issues, Ms. Lepera, and you interposing your  
6 objections --

7 MS. LEPERA: You know what, I just give up  
8 with you. I'm just really glad you don't work here.  
9 That's all I've got to say. Go ahead, ask the  
10 question again.

11 MS. CASADONTE-ASPSTOLOU: There is a  
12 delay. I'm going off the record.

13 THE VIDEO OPERATOR: We're going off.  
14 Stand by. We're off the record at 5:31 p.m.

15 (Recess taken.)

16 THE VIDEO OPERATOR: We are back on the  
17 record at 5:32 p.m. This is the end of media unit  
18 No. 5. We are off the record at 5:32 p.m.

19 (Recess taken.)

20 THE VIDEO OPERATOR: We are back on the  
21 record at 5:47 p.m. This is the beginning of media  
22 unit No. 6.

23 BY MS. CASADONTE-ASPSTOLOU:

24 Q. Mr. Treankler, do you know whether this  
25 standardization committee was in a position to, if it



1 know where you're going. But okay, fine. You can  
2 answer that question.

3 MS. CASADONTE-ASPSTOLOU: He works for Bay  
4 Tek, right? Didn't you say that?

5 MS. LEPERA: You're screaming now. It's  
6 really unattractive.

7 MS. CASADONTE-ASPSTOLOU: Well, you scream  
8 all the time, Ms. Lepera.

9 MS. LEPERA: No, I don't. I don't  
10 speak -- I never scream. Never scream. Never.

11 THE WITNESS: You asked me if I know where  
12 Adam Ambrosius works?

13 BY MS. CASADONTE-ASPSTOLOU:

14 Q. Yes.

15 A. For one of my other companies.

16 Q. Do you know the name of the company that Adam  
17 Ambrosius works for now?

18 A. MCL Fab.

19 Q. Is MCL Fab a different entity than the MCL you  
20 previously identified at the beginning of the  
21 deposition?

22 A. It's part -- sorry. It's part of. It's our main --

23 Q. MCL Fab --

24 A. Sorry. Go ahead.

25 Q. I didn't mean to interrupt you.

1 MS. CASADONTE-ASPSTOLOU: He said -- I'm  
2 going to retract that question.

3 MS. LEPERA: I'm going to be able to put  
4 my objection in so go ahead.

5 MS. CASADONTE-ASPSTOLOU: Did I mishear  
6 you because Ms. Lepera keeps speaking over you and--

7 MS. LEPERA: Oh, my God, are you like a  
8 human being? I don't understand this. Just --

9 MS. CASADONTE-ASPSTOLOU: Still talking.

10 BY MS. CASADONTE-ASPSTOLOU:

11 Q. Did I misunderstand you?

12 A. I'm not --

13 Q. Did you say that there was a decision made to  
14 terminate the license agreement, yes or no?

15 MS. LEPERA: No.

16 THE WITNESS: I said there was not a  
17 decision made to terminate the license agreement.

18 MS. CASADONTE-ASPSTOLOU: Then I didn't  
19 hear you. Then I didn't hear, Ms. Lepera. It's not  
20 funny.

21 MS. LEPERA: Because I'm allowed to put my  
22 objection in first. It's not appropriate that you  
23 decide you want my witness to answer the question  
24 before I get my objection in. You're not allowed to  
25 do that. It doesn't work that way. So I would just

1 Q. I'll ask it again so the record is clear.

2 Were you the person that made a decision to  
3 terminate the license agreement?

4 MS. LEPERA: No, objection to the form of  
5 the question.

6 MS. CASADONTE-ASPSTOLOU: Sorry, sorry.  
7 I'll withdraw it.

8 BY MS. CASADONTE-ASPSTOLOU:

9 Q. Were you the person that made the decision --

10 MS. LEPERA: -- are bad faith Christina.  
11 You should be ashamed of yourself. You should be  
12 ashamed of yourself.

13 MS. CASADONTE-ASPSTOLOU: Ms. Lepera --

14 MS. LEPERA: Not making a decision to  
15 terminate the license agreement, he said it 12  
16 times. He made a proposal which has a lot of terms  
17 in it. What is wrong here?

18 MS. CASADONTE-ASPSTOLOU: I misspoke. I  
19 did misspeak.

20 MS. LEPERA: No, you didn't misspeak. No,  
21 you didn't misspeak. You've been trying to do this  
22 for hours.

23 MS. CASADONTE-ASPSTOLOU: We haven't --

24 MS. LEPERA: Now, act -- every question  
25 has to be posed in good faith. Every question.

1           There is a rule.

2                       MS. CASADONTE-ASPSTOLOU: Ms. Lepera,  
3           please. Stop accusing me of acting in bad faith.

4                       MS. LEPERA: You know that last question  
5           you asked was wrong.

6                       MS. CASADONTE-ASPSTOLOU: I misspoke and I  
7           retracted it immediately. Let me continue.

8   BY MS. CASADONTE-ASPSTOLOU:

9   Q. Mr. Treankler, were you the person that made the  
10   decision to propose a term sheet to Full Circle  
11   terminating the license agreement?

12                      MS. LEPERA: Objection to form,  
13   mischaracterizes the document, omits, ignores  
14   significant facts. You can answer the question.

15                      THE WITNESS: I did that in conjunction  
16   with Holly and my attorney David Timm.

17                      MS. CASADONTE-ASPSTOLOU: Mr. Atfeh, can  
18   you please bring up the term sheet and -- the term  
19   sheet, please.

20                      MR. MOUHANNAD: The letter or the --

21                      MS. CASADONTE-ASPSTOLOU: It will be  
22   providing the term sheet as an attachment to a  
23   letter from David Timm I believe. The term sheet  
24   wasn't produced as a stand alone document by Bay  
25   Tek.